

JUN 05 '08

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**Nathan
Sommers
Jacobs**

May 30, 2008

SURFACE TRANSPORTATION BOARD

Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423

Re: Recordation of First Amendment to Security Agreement; original Security Agreement was filed under Recordation No. 27502.

To whom it may concern:

I have enclosed one (1) original of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a first amendment to security agreement dated as of May 30, 2008 (the "Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Amegy Bank National Association
5 Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:

Sulcom, Inc.
10001 Woodloch Forest Drive, Suite 400
The Woodlands, Texas 77380

A description of the equipment covered by the Third Amendment to Security Agreement is as described on Exhibit "A" hereto.

A short summary of the First Amendment to Security Agreement to appear in the index is as follows:

First Amendment to Security Agreement dated as of May 30, 2008, between Amegy Bank National Association, 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027

("Secured Party") and Sulcom, Inc., 10001 Woodloch Forest Drive, Suite 400, Woodlands, Texas 77380 ("Debtor"), and covering the railroad cars listed on Exhibit "A" attached hereto; and all appurtenances and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith, and all products and proceeds thereof (including insurance proceeds).

A fee of \$35.00 is enclosed. Please return one (1) original to the undersigned after recording.

Sincerely,

A handwritten signature in black ink, reading "Ana M. McLaughlin". The signature is written in a cursive, flowing style.

Ana M. McLaughlin
Legal Assistant

:AMM

encl

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Exhibit "A"

Railcars

- (a) Twenty (20) 13,470 gallon insulated, exterior-coiled tank cars each including DeVoe (DevChem) 253 interior lining bearing car marks/numbers MBLX 80000 - MBLX 80019 (both inclusive).

(b)	<u>Description</u> Fourteen (14) sulphur tank cars built by UTC under Certificate of Construction #1987045 dated May 15, 1998	<u>Car Marks/Numbers</u>
		ECUX 281000
		ECUX 281001
		ECUX 281005
		ECUX 281006
		ECUX 281007
		ECUX 281011
		ECUX 281021
		ECUX 281029
		ECUX 281046
		ECUX 281049
		ECUX 281057
		ECUX 281070
		ECUX 281100
		ECUX 281105

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SURFACE TRANSPORTATION BOARD

FIRST AMENDMENT TO SECURITY AGREEMENT

This FIRST AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of May 30, 2008, is between SULCOM, INC., a Delaware corporation ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor has executed that certain promissory note in the original principal amount of \$13,039,200.00 dated March 26, 2008, payable to the order of Secured Party (such promissory note, as the same may be renewed, extended or modified from time to time, and all promissory notes executed in renewal, extension, modification or substitution thereof, is referred to herein as the "Note").

WHEREAS, pursuant to the Note, Debtor executed that certain Security Agreement dated as of April 30, 2008 (the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party advancing additional funds to Debtor under the Note.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.Amendments

1. Amendment to Exhibit "A". Effective as of the date hereof, Exhibit "A" to the Security Agreement is amended to add the Railcars listed on Annex "A" to this Amendment.

ARTICLE II.Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the NOTE).

2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

7. No Oral Agreements. This Amendment, the Note and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

[REMAINDER OF PAGE INENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

SULCOM, INC.

By: Whakyung Lee
Whakyung Lee
Authorized Signatory

By: Jeremy Sheppe
Jeremy Sheppe
Authorized Signatory

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: T.J. Raguso
T.J. Raguso
Senior Vice President

SIGNATURE PAGE TO AMENDMENT TO SECURITY AGREEMENT

STATE OF TEXAS §
Montgomery §
COUNTY OF HARRIS §

On this 29th day of May, 2008, this instrument was acknowledged before me by Whakyung Lee, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Diana Morales
Notary Public, State of Texas

STATE OF TEXAS §
Montgomery §
COUNTY OF HARRIS §

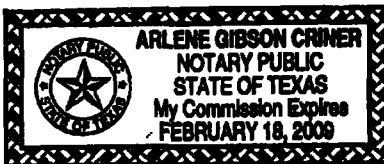
On this 29th day of May, 2008, this instrument was acknowledged before me by Jeremy Sheppe, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Diana Morales
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

On this 29th day of May, 2008, this instrument was acknowledged before me by T.J. Raguso as Senior Vice President of Amegy Bank National Association, a national banking association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



Arlene Gibson Criner
Notary Public, State of Texas

SIGNATURE PAGE TO AMENDMENT TO SECURITY AGREEMENT

Annex "A"

Railcars

- (a) Twenty (20) 13,470 gallon insulated, exterior-coiled tank cars each including DeVoe (DevChem) 253 interior lining bearing car marks/numbers MBLX 80000 - MBLX 80019 (both inclusive).

<u>Description</u>	<u>Car Marks/Numbers</u>
(b) Fourteen (14) sulphur tank cars built by UTC under Certificate of Construction #L987045 dated May 15, 1998	ECUX 281000
	ECUX 281001
	ECUX 281005
	ECUX 281006
	ECUX 281007
	ECUX 281011
	ECUX 281021
	ECUX 281029
	ECUX 281046
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